

CATAWBA COUNTY
SOLID WASTE DEPARTMENT



REQUEST FOR PROPOSAL
USED OIL DISPOSAL SERVICE

#16 -1005

January 19, 2016

A. Invitation

Catawba County chooses to dispose and/or recycle its used oil and used oil filters when possible and has determined that this service can best be provided through a service contract with a qualified firm with knowledge, expertise and experience in the collection, transportation and disposal of used oil and used oil filters.

Therefore, Catawba County is soliciting proposals to provide the County with regular collection and disposal of used oil and used oil filters from the Catawba County Blackburn Co-Generation Facility collection site located at 4017 Rocky Ford Road, Newton, NC, 28658. Proposals are due no later than **5:00 p.m., Tuesday, February 23, 2016**. Proposals can be mailed to:

Debbie Anderson, Purchasing Manager
Catawba County
P.O. Box 389
100A South West Boulevard (physical address)
Newton, NC 28658

Proposals can be faxed to 828-465-8477 or emailed to danderson@catawbacountync.gov

B. Information for Bidders

The County estimates approximately 2,500 gallons of used oil and three (3) 55-gallon drums of used oil filters will be collected at the Blackburn Co-Generation Facility annually.

As a service contract not specifically subject to General Statute 143-129, this contract will be administratively awarded and barring any difficulties in assessment of proposals, an award notification is expected to be issued to begin on April 1, 2016.

The County will assume no responsibility for oral explanation or interpretation. Any questions regarding the bid documents should be directed in writing to Debbie Anderson, Purchasing Manager, DAnderson@catawbacountync.gov and any changes will be submitted to all bidders in a written addendum.

C. Contractor Qualifications

Bidders must be qualified to provide collection, transportation, recycling and/or disposal of used oil and oil filters and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

Bidders must have proof that they are an established and experienced used oil disposer in accordance with current and future North Carolina state law. This can be by providing a copy of a city, county, or state issued privilege license. A list of at least three (3) customer references with complete contact information must be provided, preferably at least one reference should be a government client.

D. Contract Performance Requirements

It is agreed that the Contractor is and shall be in all respects an independent contractor and the County shall not be liable or responsible for contractors' negligence, misfeasance, malfeasance, or nonfeasance. The Contractor shall keep, protect, and save harmless the County from any loss, cost, or expense of any sort or nature, and from any liability to any person, natural or artificial, on account of death, injury or damage to any person or damage to property arising out of any acts, negligence or failure of the Contractor in any respect. Contractor shall be able to comply with all environmental and other applicable governmental permits, guidelines and actions. Contractor will indemnify County against any punitive or other action resulting from or associated with service provider's failure to do so.

Insurance Requirements

Contractor shall maintain at all times during the term of the Agreement, at the contractor's sole expense:

1. Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000 per occurrence, and \$1,000,000 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.

2. Business Automobile Insurance

At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000 per occurrence combined single

limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

3. Workers Compensation & Employers Liability Insurance

At all times while the Contractor's representatives are conducting on-site work, Contractor shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. Contractor shall also maintain Employers' Liability insurance with limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

E. General Requirements

1. Prior to beginning the work, Contractor shall provide written evidence of insurance as requested by the County to confirm that these insurance requirements are satisfied.
2. Catawba County shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.
3. The workers compensation policy must contain a waiver of subrogation in favor of the County.
4. Contractor shall be responsible for insuring all of its own personal property, improvements, and betterments.
5. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of sixty (60) days notice to the County of any material change in coverage, cancellation, or non-renewal.
6. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the County.
7. Contractor shall provide certificates of insurance to the County as evidence of the required coverage. Contractor agrees to provide complete copies of policies if requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the County, shall be viewed as Contractor's delaying performance entitling the county to all appropriate remedies under the law including termination of the contract.
8. Bidders must provide certificates of adequate liability insurance coverage, include a clause holding Catawba County harmless from all claims arising out of the operation of the contract, and proof of coverage levels or a binder should accompany the bid. The indemnity clause certificate must be provided within ten (10) calendar days after Notice of Intent to Award.

F. Recycling and Disposal Services

1. Contractor Responsibilities

- a) Contractor shall furnish all personnel reasonably necessary to operate the collection and the equipment used therein.
- b) Contractor will be allowed to pick up used oil at the Blackburn Co-Generation Facility between the hours of 8:00 a.m. to 11:30 a.m. and 12:30 p.m. to 4:00 p.m., Monday through Friday, excluding when closed for holidays. There will be no minimum requirements on number of gallons per load.

2. County Responsibilities

- a) County shall make available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein.
- b) County will accumulate used oil at the Blackburn Co-Generation Facility, and then used oil will be picked up by Contractor on a pre-arranged schedule or within forty-eight (48) hours after being requested to do so by County.
- c) County will only pay Contractor for actual gallons collected from the Blackburn Co-Generation Facility.

F. General Provisions

The contract period will run April 1, 2016 – June 30, 2017 and may be extended for a period of up to two (2) years, in increments of one (1) year, running from July 1 through June 30, the County's Fiscal Year. The fee for providing the services of this contract shall be based on the actual gallons of used oil and barrels of used oil filters collected, hauled, and disposed and shall remain in effect for the contract period.

Payment will be made with terms of net 30 days, upon receipt of invoice. All invoices must include detailed information concerning the collection site name, date of collection, and gallons of used oil collected, and reflect a reduction of any off-setting revenue.

This is a request for bids, not a request to contract and the County of Catawba reserves the right to reject any and all proposals, to waive any informalities or make such an award as it may deem to be in the best interest of the County. The bidder that is provided with a Notice of Intent to Award will then enter into a contract with Catawba County to provide the used oil disposal service as described herein.

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BID SHEET

Cost Per Gallon of Used Oil \$ _____

Cost Per 55-Gallon Barrel of Used Oil filters \$ _____

Off-setting Revenue per Gallon of Used Oil \$ _____

Off-setting Revenue Per 55-Gallon Barrel of Used Oil filters \$ _____

Bidder: _____ **Date:** _____

By (Signature): _____

Title: _____

Telephone: _____ **Fax:** _____

Address: _____

Email: _____